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February 17, 2021

VIA ELECTRONIC DELIVERY

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Docket No. 2020-43-E – Application of Dominion Energy South Carolina, Incorporated for a Certificate of Environmental Compatibility and Public Convenience and Necessity for the Construction and Operation of the of the Toolebeck - Aiken 230 kV Tie and Segments of the Graniteville #2 - Toolebeck 230 kV and Toolebeck - South Augusta 230 kV Tie, and Associated Facilities.


Dear Ms. Boyd:

By Order No. 2020-440 (“Order”), issued in the above-referenced docket and dated June 23, 2020, the Public Service Commission of South Carolina (“Commission”) granted Dominion Energy South Carolina, Inc. (“DESC”) a Certificate of Environmental Compatibility and Public Convenience and Necessity for the construction and operation of the Toolebeck - Aiken 230 kV Tie and Segments of the Graniteville #2 - Toolebeck 230 kV and Toolebeck - South Augusta 230 kV Tie, and Associated Facilities. In so doing, the Commission ordered, among other things, that DESC “notify the Commission and ORS once all necessary rights-of-way of the affected landowners are secured for the additional new rights-of-way on four non-DESC-owned properties totaling approximately 4.82 acres,” and “provide proof that such rights-of-way have been obtained.” By letter dated June 24, 2020, DESC notified the Commission that it had obtained necessary rights-of-way on the four non-DESC-owned properties identified in the Order.

By this letter, DESC hereby notifies the Commission that it has acquired rights-of-way for the project on one other non-DESC-owned property. More specifically, DESC acquired 0.26 acres of right-of-way from Target Corporation via a condemnation action. Proof of the rights-of-way acquisition is attached hereto.

By copy of this letter, DESC is also providing ORS with notification that additional rights-of-way have been acquired. If you have any questions, please advise.

Very truly yours,


Matthew W. Gissendanner

MWG/kms
Enclosures

cc: Jeffrey M. Nelson, Esquire
Dawn Hipp

(both via electronic mail and First Class U.S. Mail w/enclosures)

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Dominion Energy South Carolina, Inc.,

Condemnor,

vs.

Target Corporation, a Minnesota corporation,

Landowner,

and

TCA, L.L.C., a Georgia limited liability company;
Aiken Exchange Plaza, L.L.C., a Florida limited
liability company; First Southern National Bank, a
Kentucky banking corporation; Security Federal Bank,
a national banking association; HRE Chili's Properties,
LLC, a Texas Limited Liability Company; Hielan
Restaurant Group (SC) LLC, a Texas limited liability
company; Independent Financial f/k/a Independent
Bank, a Texas banking corporation

Other Condemnees.

IN THE COURT OF COMMON PLEAS

DOCKET NO.:

AMENDED
CONDEMNATION NOTICE AND
TENDER OF PAYMENT
(No Jury Trial Demanded)

(510094-00348)

TO: THE LANDOWNERS AND OTHER CONDEMNES NAMED ABOVE:

Pursuant to the South Carolina Eminent Domain Act, S.C. Code Ann. §§ 28-2-10 *et seq.* (1976, as amended), you are hereby notified as follows:

1. Dominion Energy South Carolina, Inc ("Dominion") is the Condemnor herein and seeks to acquire the real property described herein for public purposes.
2. Target Corporation named as Landowner in this action by virtue of its fee simple ownership interest as shown by that certain deed from Aiken Exchange, L.L.C., dated March 20,

2000, recorded March 24, 2000 in Book 1968, at Page 150 in the Office of the Register of Deeds for Aiken County ("Target Fee").

3. TCA, L.L.C. ("TCA") is named as an Other Condemnee herein by virtue of (i) those reservation of easement rights unto TCA under Limited Warranty Deed recorded March 24, 2000 in Book 1968, at Page 135 of the Aiken County Register of Deeds (the "TCA Reservation"). Provided, however, the easement rights sought and to be acquired hereunder shall be subject to the right of TCA to enjoy the non-exclusive easement for vehicular and pedestrian ingress and egress (but not parking) over any paved driveway located within the Easement Area (herein defined) as of the date of this Amended Condemnation Notice (this "Condemnation Notice") within which TCA also has such rights pursuant to the TCA Reservation but as expressly limited pursuant to Section 10 of this Condemnation Notice.

4. Aiken Exchange Plaza, L.L.C. ("Aiken Exchange") is named as an Other Condemnee herein by virtue of the easements benefitting Aiken Exchange pursuant to Operation and Easement Agreement recorded March 24, 2000 in Book 1968, at Page 187 of the Aiken County Register of Deeds (the "OEA") whereby certain rights, restrictions and obligations benefit and burden the owners of any portion of the "Shopping Center" as such term is defined in the OEA. Aiken Exchange received fee simple title to a portion of the Shopping Center by deed recorded April 1, 2019 in Book 4770, at Page 448 of the Aiken County Register of Deeds, being "Tract A" (10.06 acres), "Outlot 3" (1.32 acres) and the "Shops Tract" (1.80 acres) (hereinafter, collectively the "AE Tracts") as shown and depicted on that certain plat recorded in Plat Book 42, at Page 236 of the Aiken County Register of Deeds (the "Shopping Center Plat"). Provided, however, the easement rights sought and to be acquired hereunder in the Easement Area shall be subject to, during the term of the OEA and as set forth therein, a non-exclusive easement for the passage and parking of vehicles, and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice but as expressly limited pursuant to Section 10 of this Condemnation Notice .

5. First Southern Bank is named as an Other Condemnee herein by virtue of its interest as mortgagee pursuant to Mortgage from Aiken Exchange recorded August 23, 2019 in Book 4796,

at Page 1743 of the Aiken County Register of Deeds, whereby First Southern Bank was granted a mortgage lien and security interest in the AE Tracts and the easements contained in the Operating Agreement benefitting the AE Tracts.

6. Security Federal Bank ("SFB") is named as an Other Condemnee herein by virtue of the easements benefitting SFB pursuant to the OEA as an owner of a portion of the "Shopping Center" as such term is defined in the OEA. SFB received fee simple title to a portion of the Shopping Center by deed recorded April 6, 2004 in Book 2407, at Page 118 of the Aiken County Register of Deeds, being "Outlot 2" (1.62 acres) as shown and depicted on the Shopping Center Plat (hereinafter, the "SFB Tract"). Provided, however, the easement rights sought and to be acquired hereunder in the Easement Area shall be subject to, during the term of the OEA and as set forth therein, a non-exclusive easement for the passage of vehicles (but not parking), and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice but as expressly limited pursuant to Section 10 of this Condemnation Notice.

7. HRE Chili's Properties, LLC ("HRE Chili's") is named as an Other Condemnee herein by virtue of the easements benefitting HRE Chili's pursuant to the OEA as an owner of a portion of the "Shopping Center" as such term is defined in the OEA. HRE Chili's received fee simple title to a portion of the Shopping Center by deed recorded February 10, 2020 in Book 4827, at Page 184 of the Aiken County Register of Deeds, being "Outlot 1" (1.43 acres) (the "HRE Tract") as shown and depicted on the Shopping Center Plat. Provided, however, the easement rights sought and to be acquired hereunder in the Easement Area shall be subject to, during the term of the OEA and as set forth therein, a non-exclusive easement for the passage of vehicles (but not parking), and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice but as expressly limited pursuant to Section 10 of this Condemnation Notice.

8. Hielan Restaurant Group (SC) LLC ("HRG") is named as an Other Condemnee herein by virtue of the easements benefitting HRE Tract pursuant to the OEA as an "Occupant" of a portion of the "Shopping Center" as such term is defined in the OEA. HRG's interest as an Occupant of the

Shopping Center derives from that certain Lease Agreement with HRE Chili's dated February 5, 2020, as evidenced by reference thereto in the Subordination, Estoppel and Attornment Agreement recorded February 10, 2020 in Book 4827, at Page 225 of the Aiken County Register of deeds between HRE Chili's, HRG, and Independent Bank. Provided, however, the easement rights sought and to be acquired hereunder in the Easement Area shall be subject to, during the term of the OEA and as set forth therein, a non-exclusive easement for the passage of vehicles (but not parking), and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice but as expressly limited pursuant to Section 10 of this Condemnation Notice.

9. Independent Financial f/k/a Independent Bank ("Independent") is named as an Other Condemnee herein by virtue of its interest as mortgagee pursuant to Mortgage of Real Estate from HRE Chili's recorded February 10, 2020 in Book 4827, at Page 191 of the Aiken County Register of Deeds, whereby Independent was granted a mortgage lien and security interest in the HRE Tract and the easements contained in the Operating Agreement benefitting the HRE Tract.

10. The following is a description of the real property subject to this action and a description of the interest sought to be acquired in and to the property by the Condemnor (the "Target Tract"):

Property Description:

SEE EXHIBIT "A"

Easement Area and Rights to be Acquired:

A perpetual easement and right of way for access, ingress, and egress on, over and along the area designated as "**DESC Easement Area**" containing 11,390 square feet 0.26 acres (the "Easement Area") on **Exhibit "B"** attached hereto, and to and from said Easement Area across and upon driveways and drive aisles installed and maintained for common use on the above described real property as may be necessary for purposes connected with said easement..

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more above ground lines for the transmission or distribution of electric energy, consisting of supporting structures, push braces, or overhead conductors and lighting protective wires, municipal, public, or private communication wires necessary for the transmission and distribution of electric energy, and other accessory apparatus and equipment deemed by the Condemnor to be necessary and desirable thereof;

Together with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment Condemnor may at any time deem necessary or desirable, and the right to remove any line or any part thereof.

Condemnor shall have the right from time to time to remove or clear and keep such trees, underbrush, structures and other obstructions upon said Easement Area and such trees ("danger trees") beyond the Easement Area as in the commercially reasonable judgment of Condemnor will interfere with or endanger said lines or appurtenances when erected; provided that Condemnor will pay to Landowner the fair market value of such danger trees at the time of cutting as determined by a registered professional forester.

No buildings or structures shall be placed within the Easement Area, nor any other encroachments in the Easement Area which interfere with the operation or maintenance of the or overhead transmission lines.

Subject to the express limitations set forth herein, the easement rights to be acquired in the Easement Area shall be expressly subject to the right of (i) the Landowner to enjoy and maintain driveways, as constructed and installed as of the date of this Condemnation Notice, for the purpose of the passage and parking of vehicles, and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner and the right (ii) of each "Party" as such term is defined in the Operation and Easement Agreement recorded March 24, 2000 in Book 1968, at Page 187 of the Aiken County Register of Deeds ("OEA"), to enjoy a non-exclusive easement during the term thereof for the passage and accommodation of vehicles and pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice, and further subject to (iii) the right, during the term of the OEA, of the owner(s) of the tracts shown and designated as "Tract A" and the "Shops Tract" on that certain plat recorded in Book 42, at Page 236 of the Aiken County Register of Deeds, to park vehicles on such portion of the Easement Area improved and maintained by the Landowner for such purposes as of the date of this Condemnation Notice. Provided, however, no such right to enjoy and maintain driveways for the purpose of the passage and parking of vehicles, and for the passage and accommodation of pedestrians, shall be reserved

unto the Landowner over and across a *portion* of parking spaces 1 & 2, and the entirety of parking spaces 3 & 4, as shown and designated on Exhibit "B" hereto (collectively, the "Restricted Easement Area"). No driveways or accessways shall be maintained, or constructed or installed within, the Restricted Easement Area without the express written consent of the Condemnor being first obtained and which may be withheld in Condemnor's sole and absolute discretion.

Except only for the removal of danger trees as set forth above or upon the advance consent of Landowner which shall not be unreasonably withheld, conditioned or delayed, the rights acquired by the Condemnor hereunder shall not include the right to access, use, park in, traverse or otherwise encumber on a permanent or temporary basis the Target Fee or any outside of the Easement Area except only in the event of (i) an emergency and only for the duration of the emergency or (ii) during the period of initial construction of Condemnor's facilities within the Easement Area or (iii) during the period of any rebuild of Condemnor's facilities within the Easement Area

Unless Condemnor has obtained Landowner's advance consent which shall not be unreasonably withheld, conditioned or delayed, the rights acquired by Condemnor hereunder shall not include the right to temporarily or permanently interfere with or close any access to and from Target Fee except only in the event of an emergency and only for the duration of the emergency.

Following the initial construction of the Condemnor shall refrain from any work in the Easement Area during the months of November, December and January except only in the event of an emergency and only for the duration of the emergency. The foregoing limitation shall not, expressly or implicitly, limit or impair pre-existing or future rights of Condemnor in real property located outside the bounds of the Easement Area.

11. Dominion is vested with the power of eminent domain pursuant to S.C. Code Ann. §§ 58-27-130 and 28-2-60.
12. The property rights in the Easement Area sought herein for public purposes is for the construction, maintenance and operation of electric transmission line(s) in Aiken County, State of South Carolina, as more particularly described in Section 10 hereof.
13. This action is brought pursuant to S.C. Code Ann. § 28-2-240.

14. Dominion has complied with the requirements set forth in S.C. Code Ann. § 28-2-70(a) by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

15. The project plans may be inspected at the Aiken County Register of Deeds located at 1930 University Parkway, Aiken, South Carolina 29801.

16. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED IN THE EASEMENT AREA HEREUNDER TO BE THE SUM OF THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100ths DOLLARS (\$32,500.00) AND HEREBY TENDERS PAYMENT THEREOF TO THE LANDOWNER(S).

17. Payment of this amount will be made to the Landowner if within thirty (30) days of service of this Condemnation Notice, the Landowner in writing requests payment, and agrees to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. The Agreement and Request for Payment must be sent by first class mail with return receipt requested or delivered in person to Stuart M. Lee, 1221 Main Street, 14th Floor, Columbia, South Carolina 29201. If no Agreement and Request for Payment is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

18. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowner and Other Condemnees notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

19. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF SERVICE OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

20. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the

Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner. That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Landowner has the right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowner written notice by mail of the call of the case for trial.

21. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

22. In the event the Landowner accepts the amount tendered in this Notice, the attached Agreement and Request for Payment form should be signed and returned to the undersigned attorney for the Condemnor within thirty (30) days of your receipt of this Notice.

s/ Stuart M. Lee

Sean M. Foerster (SC Bar# 77466)

Stuart M. Lee (SC Bar# 16558)

ROGERS TOWNSEND LLC

1221 Main Street, 14th Floor (29201)

P.O. Box 100200

Columbia, South Carolina 29202-3200

(803)771-7900

sean.foerster@rogerstownsend.com

Attorneys for Dominion Energy South Carolina, Inc.

January 28, 2021

EXHIBIT "A"

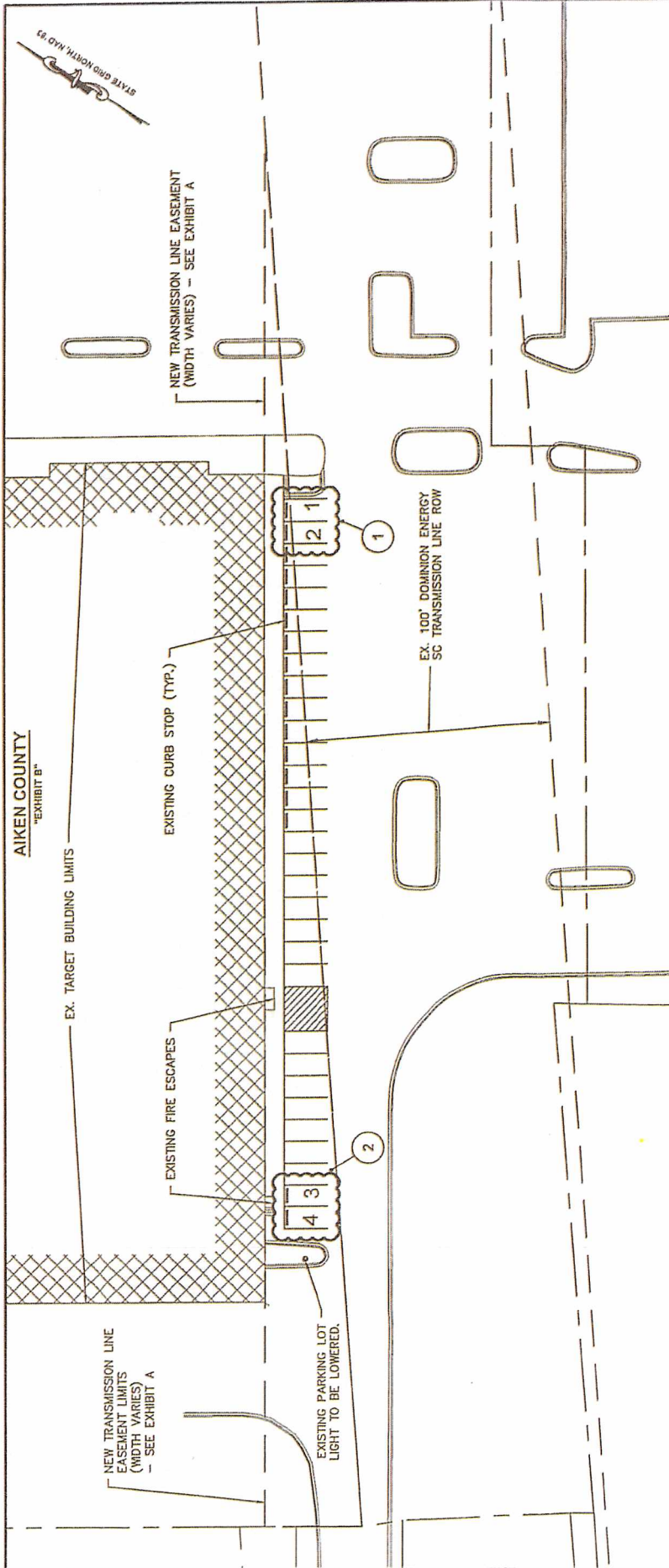
Description of Parent Tract

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Aiken, Aiken County, South Carolina, containing 10.89 acres, more or less, and as shown and designated as the "Target Tract/10.89 acres" on that certain ALTA/ACSM Land Title Survey dated February 7, 2000 and recorded in Plat Book 42, at Page 236 of the Aiken County Register of Deeds.

EXHIBIT "B"

Easement Area

EXHIBIT "B"



GENERAL NOTES:

1 AS SHOWN, DOMINION ENERGY SOUTH CAROLINA SHALL UTILIZE A PORTION OF TWO (2) EXISTING STANDARD PARKING STALLS (9'x18' TYPICAL DIMENSIONS) THAT ARE SITUATED WITHIN THE EXISTING EASEMENT ("EX. 100' DOMINION ENERGY SC TRANSMISSION LINE ROW"). DESC SHALL ALSO ACQUIRE THE REMAINDER OF THESE TWO (2) EXISTING PARKING STALLS SITUATED WITHIN THE "NEW TRANSMISSION LINE EASEMENT". TO PROMOTE SAFETY AND AESTHETICS, THE EXISTING ADJACENT LANDSCAPE ISLAND SHALL BE EXPANDED INTO THE FORMER PARKING STALL AREA. DESC WILL COORDINATE THE PROPOSED VEGETATION SELECTION WITH TARGET CORPORATION.

2 AS SHOWN, DOMINION ENERGY SOUTH CAROLINA SHALL ACQUIRE TWO (2) EXISTING STANDARD PARKING STALLS (9'x18' TYPICAL DIMENSIONS) THAT ARE SITUATED WITHIN THE "NEW TRANSMISSION LINE EASEMENT". TO PROMOTE SAFETY AND AESTHETICS, A NEW LANDSCAPE ISLAND SHALL BE CONSTRUCTED WITHIN THE FORMER PARKING STALL AREA. IN ADDITION, AN ACCESS PATH BETWEEN THE EXISTING AND PROPOSED LANDSCAPED ISLANDS WILL BE MAINTAINED IN ORDER TO PRESERVE AN EMERGENCY EGRESS ROUTE FROM THE BUILDING. DESC WILL COORDINATE THE PROPOSED VEGETATION SELECTION WITH TARGET CORPORATION.

NOTE: THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM THIS INFO AND PLATS OF RECORD. THESE LINES ARE NOT TO BE USED FOR ANY OTHER PURPOSES AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.



Dominion Energy South Carolina, Inc.

FOR: TOOLEBECK - AIKEN 230KV TIE

DETAIL: CROSSING PROPERTY OF TARGET CORPORATION

IN AIKEN COUNTY, SOUTH CAROLINA

TMS #123-06-01-011



SCALE: 1" = 40'

CONST W.O.# 401229

M.F. CODE SURVEY JOB #

PROJECT LINE NUMBER SHEET NUMBER

REVISION DATE NUMBER

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

FILE: P-10510-60304.dwg

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Dominion Energy South Carolina, Inc.,

Condemnor,

vs.

Target Corporation, a Minnesota corporation,

Landowner,

and

TCA, L.L.C., a Georgia limited liability company;
Aiken Exchange Plaza, L.L.C., a Florida limited
liability company; First Southern National Bank, a
Kentucky banking corporation; Security Federal
Bank, a national banking association; HRE Chili's
Properties, LLC, a Texas Limited Liability
Company; Hielan Restaurant Group (SC) LLC, a
Texas limited liability company; Independent
Financial f/k/a Independent Bank, a Texas banking
corporation

Other Condemnees.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION#

LIS PENDENS

(510094-00348)

NOTICE IS HEREBY GIVEN that the Condemnor above-named, pursuant to the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, as amended, has brought an action against the Landowners above-named to acquire the real property described herein for public purposes, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Aiken, Aiken County, South Carolina, containing 10.89 acres, more or less, and as shown and designated as the "Target Tract/10.89 acres" on that certain ALTA/ACSM Land Title Survey dated February 7, 2000 and recorded in Plat Book 42, at Page 236 of the Aiken County Register of Deeds.

Easement Area and Rights to be Acquired:

A perpetual easement and right of way for access, ingress, and egress on, over and along the area designated as "DESC Easement Area" containing 11,390 square feet 0.26 acres (the "Easement Area") on Exhibit "B" attached hereto, and to and from said Easement Area across and upon

driveways and drive aisles installed and maintained for common use on the above described real property as may be necessary for purposes connected with said easement..

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more above ground lines for the transmission or distribution of electric energy, consisting of supporting structures, push braces, or overhead conductors and lighting protective wires, municipal, public, or private communication wires necessary for the transmission and distribution of electric energy, and other accessory apparatus and equipment deemed by the Condemnor to be necessary and desirable thereof;

Together with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment Condemnor may at any time deem necessary or desirable, and the right to remove any line or any part thereof.

Condemnor shall have the right from time to time to remove or clear and keep such trees, underbrush, structures and other obstructions upon said Easement Area and such trees ("danger trees") beyond the Easement Area as in the commercially reasonable judgment of Condemnor will interfere with or endanger said lines or appurtenances when erected; provided that Condemnor will pay to Landowner the fair market value of such danger trees at the time of cutting as determined by a registered professional forester.

No buildings or structures shall be placed within the Easement Area, nor any other encroachments in the Easement Area which interfere with the operation or maintenance of the or overhead transmission lines.

Subject to the express limitations set forth herein, the easement rights to be acquired in the Easement Area shall be expressly subject to the right of (i) the Landowner to enjoy and maintain driveways, as constructed and installed as of the date of this Condemnation Notice, for the purpose of the passage and parking of vehicles, and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner and the right (ii) of each "Party" as such term is defined in the Operation and Easement Agreement recorded March 24, 2000 in Book 1968, at Page 187 of the Aiken County Register of Deeds ("OEA"), to enjoy a non-exclusive easement during the term thereof for the passage and accommodation of vehicles and pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice, and further subject to (iii) the right, during the term of the OEA, of the owner(s) of the tracts shown and designated as "Tract A" and the "Shops Tract" on that certain plat recorded in Book 42, at Page 236 of the Aiken County Register of Deeds, to park vehicles on such portion of the Easement Area improved and maintained by the Landowner for such purposes as of the date of this Condemnation Notice. Provided, however, no such right to enjoy and maintain driveways for the purpose of the passage and parking of vehicles, and for the passage and accommodation of pedestrians, shall be reserved unto the Landowner over and across a portion of parking spaces 1 & 2, and the entirety of parking spaces 3 & 4, as shown and designated on Exhibit "B" hereto (collectively, the "Restricted Easement Area"). No driveways or accessways shall be maintained, or constructed or installed within, the Restricted Easement

Area without the express written consent of the Condemnor being first obtained and which may be withheld in Condemnor's sole and absolute discretion.

Except only for the removal of danger trees as set forth above or upon the advance consent of Landowner which shall not be unreasonably withheld, conditioned or delayed, the rights acquired by the Condemnor hereunder shall not include the right to access, use, park in, traverse or otherwise encumber on a permanent or temporary basis the Target Fee or any outside of the Easement Area except only in the event of (i) an emergency and only for the duration of the emergency or (ii) during the period of initial construction of Condemnor's facilities within the Easement Area or (iii) during the period of any rebuild of Condemnor's facilities within the Easement Area

Unless Condemnor has obtained Landowner's advance consent which shall not be unreasonably withheld, conditioned or delayed, the rights acquired by Condemnor hereunder shall not include the right to temporarily or permanently interfere with or close any access to and from Target Fee except only in the event of an emergency and only for the duration of the emergency.

Following the initial construction of the Condemnor shall refrain from any work in the Easement Area during the months of November, December and January except only in the event of an emergency and only for the duration of the emergency. The foregoing limitation shall not, expressly or implicitly, limit or impair pre-existing or future rights of Condemnor in real property located outside the bounds of the Easement Area.

s/ Sean M. Forester

Sean M. Foerster (SC Bar# 77466)
Stuart M. Lee (SC Bar # 16558)
Rogers Townsend LLC
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Attorneys for Condemnor Dominion Energy
South Carolina, Inc.

January 28th, 2021

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Dominion Energy South Carolina, Inc.,

Condemnor,

vs.

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Financial f/k/a Independent Bank, a Texas banking
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Other Condemnees.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION#

SUMMONS

(510094-00348)

TO: THE LANDOWNER AND OTHER CONDEMNEE NAMED ABOVE:

YOU ARE HEREBY summoned, advised and notified, that pursuant to the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, that the within Condemnation Notice and Tender of Payment, copy of which is herewith served upon you, was filed with the Clerk of Court for Aiken County on January 28, 2021. The purpose of this lawsuit is to enable the Condemnor, Dominion Energy South Carolina, Inc. to acquire certain real property for its public purposes, as is more fully stated in the attached Condemnation Notice and Tender of Payment. Responsive pleadings to the Condemnation Notice and Tender of Payment are not necessary.

[SIGNATURE PAGE TO FOLLOW]

s/ Sean M. Forester

Sean M. Foerster (SC Bar# 77466)
Stuart M. Lee (SC Bar # 16558)
Rogers Townsend LLC
1221 Main Street, 14th Floor
Columbia, South Carolina 29201
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Attorneys for Dominion Energy South Carolina,
Inc.

January 28, 2021

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COUNTY OF AIKEN

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Restaurant Group (SC) LLC, a Texas limited liability
company; Independent Financial f/k/a Independent
Bank, a Texas banking corporation

Other Condemnees.

IN THE COURT OF COMMON PLEAS

DOCKET NO.:

CONDEMNATION NOTICE AND
TENDER OF PAYMENT
(No Jury Trial Demanded)

(510094-00348)

TO: THE LANDOWNERS AND OTHER CONDEMNES NAMED ABOVE:

Pursuant to the South Carolina Eminent Domain Act, S.C. Code Ann. §§ 28-2-10 *et seq.* (1976, as amended), you are hereby notified as follows:

1. Dominion Energy South Carolina, Inc ("Dominion") is the Condemnor herein and seeks to acquire the real property described herein for public purposes.
2. Target Corporation named as Landowner in this action by virtue of its fee simple ownership interest as shown by that certain deed from Aiken Exchange, L.L.C., dated March 20,

2000, recorded March 24, 2000 in Book 1968, at Page 150 in the Office of the Register of Deeds for Aiken County.

3. TCA, L.L.C. ("TCA") is named as an Other Comdemnee herein by virtue of (i) those reservation of easement rights unto TCA under Limited Warranty Deed recorded March 24, 2000 in Book 1968, at Page 135 of the Aiken County Register of Deeds (the "TCA Reservation"). Provided, however, the easement rights sought and to be acquired hereunder shall be subject to the right of TCA to enjoy the non-exclusive easement for vehicular and pedestrian ingress and egress (but not parking) over any paved driveway located within the Easement Area (herein defined) as of the date of this Condemnation Notice within which TCA also has such rights pursuant to the TCA Reservation but as expressly limited pursuant to Section 10 of this Condemnation Notice.

4. Aiken Exchange Plaza, L.L.C. ("Aiken Exchange") is named as an Other Comdemnee herein by virtue of the easements benefitting Aiken Exchange pursuant to Operation and Easement Agreement recorded March 24, 2000 in Book 1968, at Page 187 of the Aiken County Register of Deeds (the "OEA") whereby certain rights, restrictions and obligations benefit and burden the owners of any portion of the "Shopping Center" as such term is defined in the OEA. Aiken Exchange received fee simple title to a portion of the Shopping Center by deed recorded April 1, 2019 in Book 4770, at Page 448 of the Aiken County Register of Deeds, being "Tract A" (10.06 acres), "Outlot 3" (1.32 acres) and the "Shops Tract" (1.80 acres) (hereinafter, collectively the "AE Tracts") as shown and depicted on that certain plat recorded in Plat Book 42, at Page 236 of the Aiken County Register of Deeds (the "Shopping Center Plat"). Provided, however, the easement rights sought and to be acquired hereunder in the Easement Area shall be subject to, during the term of the OEA and as set forth therein, a non-exclusive easement for the passage and parking of vehicles, and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice but as expressly limited pursuant to Section 10 of this Condemnation Notice .

5. First Southern Bank is named as an Other Comdemnee herein by virtue of its interest as mortgagee pursuant to Mortgage from Aiken Exchange recorded August 23, 2019 in Book 4796, at Page 1743 of the Aiken County Register of Deeds, whereby First Southern Bank was granted a

mortgage lien and security interest in the AE Tracts and the easements contained in the Operating Agreement benefitting the AE Tracts.

6. Security Federal Bank ("SFB") is named as an Other Condemnee herein by virtue of the easements benefitting SFB pursuant to the OEA as an owner of a portion of the "Shopping Center" as such term is defined in the OEA. SFB received fee simple title to a portion of the Shopping Center by deed recorded April 6, 2004 in Book 2407, at Page 118 of the Aiken County Register of Deeds, being "Outlot 2" (1.62 acres) as shown and depicted on the Shopping Center Plat (hereinafter, the "SFB Tract"). Provided, however, the easement rights sought and to be acquired hereunder in the Easement Area shall be subject to, during the term of the OEA and as set forth therein, a non-exclusive easement for the passage of vehicles (but not parking), and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice but as expressly limited pursuant to Section 10 of this Condemnation Notice.

7. HRE Chili's Properties, LLC ("HRE Chili's") is named as an Other Condemnee herein by virtue of the easements benefitting HRE Chili's pursuant to the OEA as an owner of a portion of the "Shopping Center" as such term is defined in the OEA. HRE Chili's received fee simple title to a portion of the Shopping Center by deed recorded February 10, 2020 in Book 4827, at Page 184 of the Aiken County Register of Deeds, being "Outlot 1" (1.43 acres) (the "HRE Tract") as shown and depicted on the Shopping Center Plat. Provided, however, the easement rights sought and to be acquired hereunder in the Easement Area shall be subject to, during the term of the OEA and as set forth therein, a non-exclusive easement for the passage of vehicles (but not parking), and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice but as expressly limited pursuant to Section 10 of this Condemnation Notice.

8. Hielan Restaurant Group (SC) LLC ("HRG") is named as an Other Condemnee herein by virtue of the easements benefitting HRE Tract pursuant to the OEA as an "Occupant" of a portion of the "Shopping Center" as such term is defined in the OEA. HRG's interest as an Occupant of the Shopping Center derives from that certain Lease Agreement with HRE Chili's dated February 5,

2020, as evidenced by reference thereto in the Subordination, Estoppel and Attornment Agreement recorded February 10, 2020 in Book 4827, at Page 225 of the Aiken County Register of deeds between HRE Chili's, HRG, and Independent Bank. Provided, however, the easement rights sought and to be acquired hereunder in the Easement Area shall be subject to, during the term of the OEA and as set forth therein, a non-exclusive easement for the passage of vehicles (but not parking), and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice but as expressly limited pursuant to Section 10 of this Condemnation Notice.

9. Independent Financial f/k/a Independent Bank ("Independent") is named as an Other Condemnee herein by virtue of its interest as mortgagee pursuant to Mortgage of Real Estate from HRE Chili's recorded February 10, 2020 in Book 4827, at Page 191 of the Aiken County Register of Deeds, whereby Independent was granted a mortgage lien and security interest in the HRE Tract and the easements contained in the Operating Agreement benefitting the HRE Tract.

10. The following is a description of the real property subject to this action and a description of the interest sought to be acquired in and to the property by the Condemnor (the "Target Tract"):

Property Description:

SEE EXHIBIT "A"

Easement Area and Rights to be Acquired:

A perpetual easement and right of way for access, ingress, and egress on, over and along the area designated as "**DESC Easement Area**" containing 11,390 square feet 0.26 acres (the "Easement Area") on **Exhibit "B"** attached hereto, and to and from said easement area across and upon the above described real property as may be necessary for purposes connected with said easement.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more above ground lines for the transmission or distribution of electric energy, consisting of supporting structures, push braces, or overhead

conductors and lighting protective wires, municipal, public, or private communication wires, and other accessory apparatus and equipment deemed by the Condemnor to be necessary and desirable thereof;

Together with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment Condemnor may at any time deem necessary or desirable, and the right to remove any line or any part thereof.

Condemnor shall have the right from time to time to remove or clear and keep such trees, underbrush, structures and other obstructions upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Condemnor may interfere with or endanger said lines or appurtenances when erected; provided that Condemnor will pay to Landowner the fair market value of such danger trees at the time of cutting as determined by a registered professional forester.

No buildings or structures shall be placed within the easement right of way, nor any other encroachments which interfere with the operation or maintenance of the or overhead transmission lines.

Subject to the express limitations set forth herein, the easement rights to be acquired in the Easement Area shall be expressly subject to the right of (i) the Landowner to enjoy and maintain driveways, as constructed and installed as of the date of this Condemnation Notice, for the purpose of the passage and parking of vehicles, and for the passage and accommodation of pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner and the right (ii) of each "Party" as such term is defined in the Operation and Easement Agreement recorded March 24, 2000 in Book 1968, at Page 187 of the Aiken County Register of Deeds ("OEA"), to enjoy a non-exclusive easement during the term thereof for the passage and accommodation of vehicles and pedestrians, over and across any portion of the Easement Area improved and maintained for such purposes by the Landowner as of the date of this Condemnation Notice, and further subject to (iii) the right, during the term of the OEA, of the owner(s) of the tracts shown and designated as "Tract A" and the "Shops Tract" on that certain plat recorded in Book 42, at Page 236 of the Aiken County Register of Deeds, to park vehicles on such portion of the Easement Area improved and maintained by the Landowner for such purposes as of the date of this Condemnation Notice. Provided, however, no such right to enjoy and maintain driveways for the purpose of the passage and parking of vehicles, and for the passage and accommodation of pedestrians, shall be reserved unto the Landowner over and across a *portion* of parking spaces 1 & 2, and the entirety of parking spaces 3 & 4, as shown and designated on Exhibit "B" hereto (collectively, the "Restricted Easement Area"). No driveways or accessways shall be maintained, or constructed or installed within, the Restricted Easement Area without

the express written consent of the Condemnor being first obtained and which may be withheld in Condemnor's sole and absolute discretion.

11. Dominion is vested with the power of eminent domain pursuant to S.C. Code Ann. §§ 58-27-130 and 28-2-60.

12. The property rights in the Easement Area sought herein for public purposes is for the construction, maintenance and operation of electric transmission line(s) in Aiken County, State of South Carolina, as more particularly described in Section 4 hereof.

13. This action is brought pursuant to S.C. Code Ann. § 28-2-240.

14. Dominion has complied with the requirements set forth in S.C. Code Ann. § 28-2-70(a) by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

15. The project plans may be inspected at the Aiken County Register of Deeds located at 1930 University Parkway, Aiken, South Carolina 29801.

16. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED IN THE EASEMENT AREA HEREUNDER TO BE THE SUM OF THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100ths DOLLARS (\$32,500.00) AND HEREBY TENDERS PAYMENT THEREOF TO THE LANDOWNER(S).

17. Payment of this amount will be made to the Landowner if within thirty (30) days of service of this Condemnation Notice, the Landowner in writing requests payment, and agrees to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. The Agreement and Request for Payment must be sent by first class mail with return receipt requested or delivered in person to Stuart M. Lee, 1221 Main Street, 14th Floor, Columbia, South Carolina 29201. If no Agreement and Request for Payment is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

18. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowner and Other Condemnees notice that it has

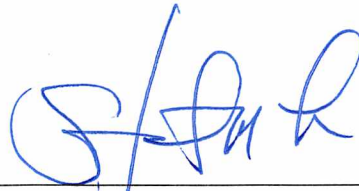
done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

19. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF SERVICE OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

20. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner. That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Landowner has the right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowner written notice by mail of the call of the case for trial.

21. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

22. In the event the Landowner accepts the amount tendered in this Notice, the attached Agreement and Request for Payment form should be signed and returned to the undersigned attorney for the Condemnor within thirty (30) days of your receipt of this Notice.



Sean M. Foerster (SC Bar# 77466)
Stuart M. Lee (SC Bar# 16558)
ROGERS TOWNSEND LLC
1221 Main Street, 14th Floor (29201)
P.O. Box 100200
Columbia, South Carolina 29202-3200
(803)771-7900
sean.foerster@rogerstownsend.com

Attorneys for Dominion Energy South Carolina, Inc.

December 8, 2020

EXHIBIT "A"

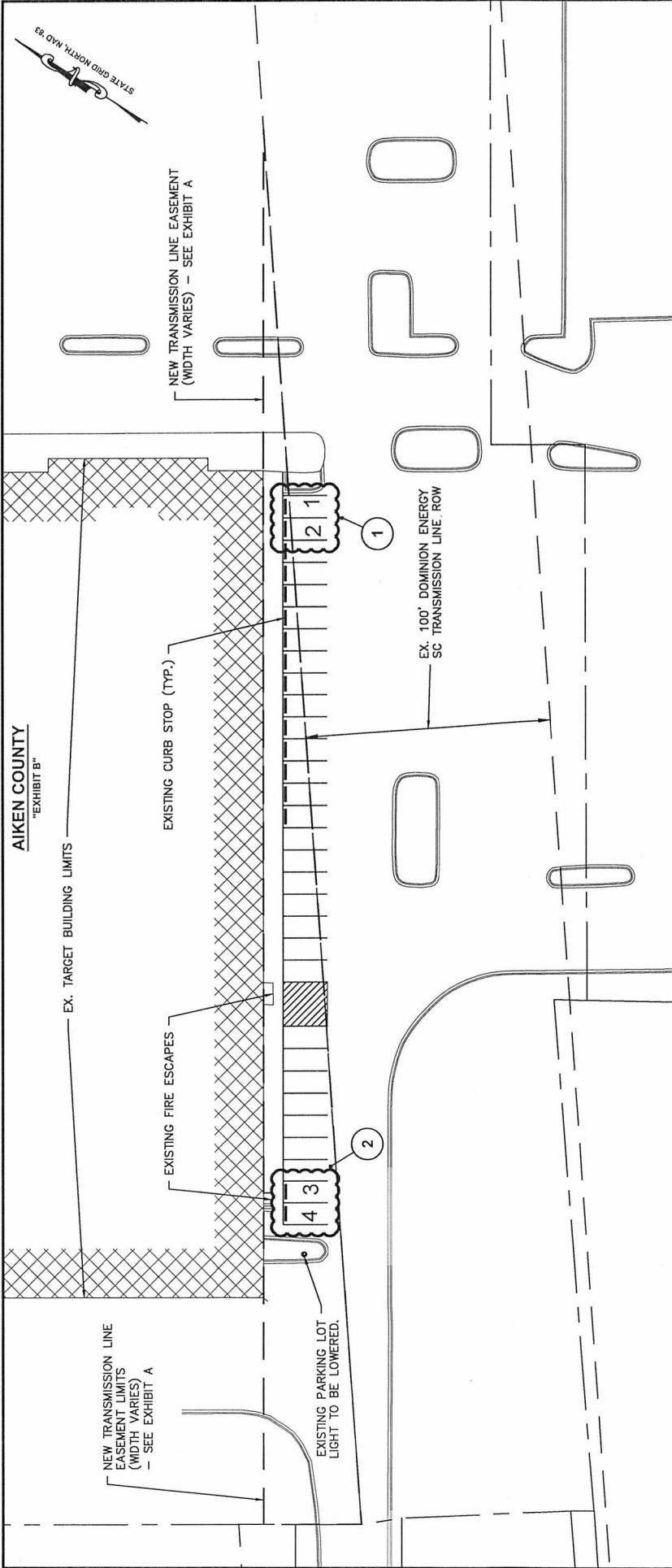
Description of Parent Tract

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Aiken, Aiken County, South Carolina, containing 10.89 acres, more or less, and as shown and designated as the "Target Tract/10.89 acres" on that certain ALTA/ACSM Land Title Survey dated February 7, 2000 and recorded in Plat Book 42, at Page 236 of the Aiken County Register of Deeds.

EXHIBIT "B"

Easement Area

EXHIBIT "B"



GENERAL NOTES:

- 1 AS SHOWN, DOMINION ENERGY SOUTH CAROLINA SHALL UTILIZE A PORTION OF TWO (2) EXISTING STANDARD PARKING STALLS (9'x18' TYPICAL DIMENSIONS) THAT ARE SITUATED WITHIN THE EXISTING EASEMENT ("EX. 100' DOMINION ENERGY SC TRANSMISSION LINE ROW"). DESC SHALL ALSO ACQUIRE THE REMAINDER OF THESE TWO (2) EXISTING PARKING STALLS SITUATED WITHIN THE "NEW TRANSMISSION LINE EASEMENT". TO PROMOTE SAFETY AND AESTHETICS, THE EXISTING ADJACENT LANDSCAPE ISLAND SHALL BE EXPANDED INTO THE FORMER PARKING STALL AREA. DESC WILL COORDINATE THE PROPOSED VEGETATION SELECTION WITH TARGET CORPORATION.
- 2 AS SHOWN, DOMINION ENERGY SOUTH CAROLINA SHALL ACQUIRE TWO (2) EXISTING STANDARD PARKING STALLS (9'x18' TYPICAL DIMENSIONS) THAT ARE SITUATED WITHIN THE "NEW TRANSMISSION LINE EASEMENT". TO PROMOTE SAFETY AND AESTHETICS, A NEW LANDSCAPE ISLAND SHALL BE CONSTRUCTED WITHIN THE FORMER PARKING STALL AREA. IN ADDITION, AN ACCESS PATH BETWEEN THE EXISTING AND PROPOSED LANDSCAPED ISLANDS WILL BE MAINTAINED IN ORDER TO PRESERVE AN EMERGENCY EGRESS ROUTE FROM THE BUILDING. DESC WILL COORDINATE THE PROPOSED VEGETATION SELECTION WITH TARGET CORPORATION.

NOTE: THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT WERE DERIVED FROM THIS INFO AND ARE NOT TO BE USED FOR RECORD WITH TIES TO ADJACENT PROPERTY CORNERS. THESE ARE FOR PROCESSING BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.



Dominion Energy South Carolina, Inc.	
FOR: TOOLEBECK - AIKEN 230KV TIE	
DETAIL: CROSSING PROPERTY OF TARGET CORPORATION	
IN AIKEN COUNTY, SOUTH CAROLINA	
TMS #123-06-01-011	
M.F. CODE	
CONST	
W.O. # 401229	
SCALE: 1" = 40'	
Dominion Energy	
PROJECT LINE NUMBER SHEET NUMBER	
P - 10510 - 60304	
REVISION DATE	
11/24/2020	
NUMBER	
2	
DRAWN DATE	
11/16/2020	
APPROVED DATE	
11/16/2020	
WKJ	
DRAWING NUMBER	
P - 10510 - 60304	
SHEET NUMBER	
2	

THIS DRAWING IS THE PROPERTY OF DOMINION ENERGY SOUTH CAROLINA, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF DOMINION ENERGY SOUTH CAROLINA, INC. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSMISSION OF THIS MATERIAL IS STRICTLY FORBIDDEN. ALL RIGHTS RESERVED.

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Dominion Energy South Carolina, Inc.,

Condemnor,

vs.

Target Corporation, a Minnesota corporation,

Landowner,

and

TCA, L.L.C., a Georgia limited liability company; Aiken Exchange Plaza, L.L.C., a Florida limited liability company; First Southern National Bank, a Kentucky banking corporation; Security Federal Bank, a national banking association; HRE Chili's Properties, LLC, a Texas Limited Liability Company; Hielan Restaurant Group (SC) LLC, a Texas limited liability company; Independent Financial f/k/a Independent Bank, a Texas banking corporation

Other Condemnees.

(510094-00348)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION#

AFFIDAVIT

PERSONALLY APPEARED before me, Sean M. Foerster, who, being first duly sworn, says and deposes:

1. That the amount tendered by the Condemnor to the Landowner in the Condemnation Notice and Tender of Payment has been rejected;
2. The resolution of negotiations as to the amount tendered by the Condemnor to the Landowner was attempted prior to the commencement of this action;
3. That, at this time, the Condemnor does not demand a trial by jury;
4. That, at this time, the Condemnor does not demand that this action be given priority over other cases.

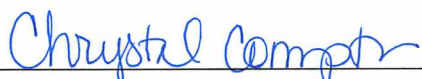
[SIGNATURE PAGE TO FOLLOW]


Sean M. Foerster (SC Bar# 77466)
Stuart M. Lee (SC Bar # 16558)
Rogers Townsend LLC
1221 Main Street, 14th Floor
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Jay E. Bressler (SC Bar# 74520)
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MC C222
220 Operation Way
Cayce, South Carolina 29033-3701
(803)217-9816
jay.bressler@dominionenergy.com

Attorneys for Condemnor Dominion Energy
South Carolina, Inc.

SWORN to before me this 28th
day of January, 2021


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: April 1, 2024



STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Dominion Energy South Carolina, Inc.,

Condemnor,

vs.

Target Corporation, a Minnesota corporation,

Landowner,

and

TCA, L.L.C., a Georgia limited liability company;
Aiken Exchange Plaza, L.L.C., a Florida limited
liability company; First Southern National Bank, a
Kentucky banking corporation; Security Federal
Bank, a national banking association; HRE Chili's
Properties, LLC, a Texas Limited Liability
Company; Hielan Restaurant Group (SC) LLC, a
Texas limited liability company; Independent
Financial f/k/a Independent Bank, a Texas banking
corporation

Other Condemnees.

(510094-00348)

TO: THE LANDOWNERS NAMED ABOVE:

Pursuant to the South Carolina Eminent Procedure Domain Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, you are hereby notified that the Condemnor has filed the Condemnation Notice and Tender of Payment with the Clerk of Court for Aiken County and deposited the amount tendered with the Clerk of Court for Aiken County, and may now proceed to take possession of the property or interest described in the Condemnation Notice and Tender of Payment.

[SIGNATURE PAGE TO FOLLOW]

IN THE COURT OF COMMON PLEAS

CIVIL ACTION#

NOTICE OF FILING

s/ Sean M. Forester

Sean M. Foerster (SC Bar# 77466)
Stuart M. Lee (SC Bar # 16558)
Rogers Townsend LLC
1221 Main Street, 14th Floor
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Attorneys for Condemnor Dominion Energy
South Carolina, Inc.

January 28th, 2021